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**ATTORNEYS AT LAW**

A LIMITED LIABILITY PARTNERSHIP THAT INCLUDES PROFESSIONAL CORPORATIONS

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November 4, 2012

**REQUEST FOR COMPETITION FOR REASONABLE PRICES**

**Via Email and Telecopier (609) 984-2575**

Jignasa Desai-McCleary, Director  
New Jersey Department of Purchase and Property  
Department of the Treasury  
33 W. State Street, P.O. Box 230  
Trenton, NJ 08625-0230

**Re: Non-Competed Debris Removal Contract Awarded by the  
State of New Jersey to Ashbritt, Inc.**

Dear Ms. Desai-McCleary:

We understand that the State of New Jersey has issued a sole source contract to Ashbritt, Inc. for Debris Removal after Hurricane Sandy *without any competition*. Ceres Environmental Services, Inc. respectfully requests that the State of New Jersey either:

- 1) Award a similar piggy-back type contract to Ceres or;
- 2) Negate the non-competed contract with Ashbritt, Inc. within 24 hours and competitively solicit debris removal and other cleanup services necessitated by the Hurricane through full and open competition.

The State of New Jersey appears to have sole sourced this contract by piggy-backing on Ashbritt's contract with the State of Connecticut. These statewide contracts are not unique and Ceres has several as well. The pricing, however, contained within Ashbritt's contract is *unreasonably high* and extending this unreasonable pricing beyond the first 72 hours of services will not satisfy competition requirements, FEMA funding requirements and is a major disservice to taxpayers both in New Jersey and on a national level.

Several New Jersey local communities have prudently prepared for this disaster event by entering into "pre-event" contracts with pricing substantially less than the \$21.25 to \$130.00 per cubic yard right of way (ROW) load and haul pricing in Ashbritt's **Connecticut** contract. For

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example, attached is a load and haul contract entered by the Borough of Cape May Point for \$8.10 per cubic yard for the ROW load and haul. Also attached is the pricing schedule from Ceres' Delaware competitively procured contract, which lists pricing of \$8.49 to \$12.98 per cubic yard for ROW load and haul pricing. As you can see, with potentially millions of cubic yards of debris to be moved, the pricing contained in Ashbritt's non-competed contract is excessive and unjustifiable.

**Ceres is willing to extend our competitive low pricing to the State of New Jersey and is prepared to start operations immediately.** In light of the substantial available competition for this work at such favorable pricing, the piggy-backed Ashbritt, Inc. contract by the State of New Jersey is not only non-competitive but also unreasonable. **FEMA rules require reasonable and fair solicitation of contracts and pricing to qualify for reimbursement.** We do not wish to see the taxpayers of New Jersey solely responsible for such unreasonably high prices.

Ceres requests that you award our company a similar piggy-back contract quickly or open this requirement to competitive purchasing as provided under New Jersey state law. Please contact either Troy Garrett (763-218-8583), the President of Ceres to discuss this matter further or have your legal representative call me. I appreciate your consideration of this request and wish you the very best in the State's recovery efforts. I have also attached for your review a copy of Ceres Outstanding Performance Evaluation from the Corps of Engineers for its \$400 M+ successful recovery work in Louisiana after Katrina.

Please keep this letter and its attachments confidential as it contains company confidential and proprietary information.

Respectfully submitted,

**SMITH, CURRIE & HANCOCK, LLP**



Karl Dix, Jr.

Attorneys for Ceres Environmental Services, Inc.

KFD/alq

cc: Mr. Troy Garrett  
Mr. David A. McIntyre  
Mr. David Preus  
Eugene Heady, Esq.  
Donald Targan, Esq.  
Lynn Gilmore Canton, FEMA Region II Administrator



APPENDIX	TAB	DESCRIPTION	BID STATUS
APPENDIX B,	Tab 1	POINT OF DISTRIBUTION (POD) REQUIREMENTS PRICING	No Bid
APPENDIX B,	Tab 2	COMMUNITY SHELTER REQUIREMENTS PRICING	No Bid
APPENDIX B,	Tab 3	COMMUNITY SHELTER REQUIREMENTS TIERED PRICING	No Bid
APPENDIX B,	Tab 4	EMERGENCY POWER EQUIPMENT & SUPPLIES RENTAL & WAGE PRICING TO SUPPORT COMMUNITY SHELTERS	No Bid
APPENDIX B,	Tab 5	HEATING & AIR CONDITIONING EQUIPMENT RENTAL PRICING TO SUPPORT COMMUNITY SHELTERS	No Bid
APPENDIX B,	Tab 6	TRANSPORTATION RENTAL REQUIREMENTS, SUPPORT PERSONNEL AND FUEL PRICING	No Bid
APPENDIX B,	Tab 7	WASTE REMOVAL & DISPOSAL SERVICES PRICING	No Bid
APPENDIX B,	Tab 8	DEBRIS REMOVAL & DISPOSITION PRICING	See Following Pages
APPENDIX B,	Tab 9	OTHER SUPPLY, EQUIPMENT AND HUMAN RESOURCE REQUIREMENTS	No Bid
APPENDIX B,	Tab 10	TYPED SUPPORT PACKAGES	No Bid

Please see attached Excel file for pricing.

Tab 1



APPENDIX B  
TAB 8

DEBRIS REMOVAL & DISPOSITION PRICING

ITEM #	ITEM DESCRIPTION	UNIT	PRICE
1	Right of Way (ROW) clearing and or removing debris from the public right of way, streets, and roads The cost associated with picking up, loading and hauling of vegetative debris from the public rights of way, streets, and roads to a designated Debris Management Site (DMS) will be as follows:		
1a	0 to 15 miles, one way haul	cubic yards	\$8.49
1b	16 to 30 miles, one way haul	cubic yards	\$9.89
1c	31 to 75 miles, one way haul	cubic yards	\$12.98
2	The cost associated with picking up, loading and hauling of construction and demolition debris from the public rights of way, streets, and roads to a designated Debris Management Site (DMS) will be as follows:		
2a	0 to 15 miles, one way haul	cubic yards	\$8.69
2b	16 to 30 miles, one way haul	cubic yards	\$9.86
2c	31 to 75 miles, one way haul	cubic yards	\$13.48
3	Management and Operation of Debris Management Sites (DMS) to accept, process, and reduce disaster-related debris.		
3a	The cost associated with managing, accepting, processing, and reducing vegetative debris through grinding	cubic yards	\$3.49
3b	The cost associated with managing, accepting, processing, and reducing vegetative debris through burning	cubic yards	\$2.59
3c	The cost associated with managing, accepting, processing, and reducing construction and demolition through burning and/or grinding	cubic yards	\$3.49
4	Haul Out		
	The haul out reflects the piece of loading and hauling of residual material at the DMS to the final disposal location. The price will be quantified with the outgoing material that was reduced.		
4a	0 to 15 miles, one way haul	cubic yards	\$4.99
4b	16 to 30 miles, one way haul	cubic yards	\$5.99
4c	31 to 75 miles, one way haul	cubic yards	\$8.49
5	Right of Way Stumps		
	The cost associated with the removal and disposal of hazardous stumps from the public right of way will be invoiced utilizing the following:		
5a	24 inches to 35 inches in diameter	per stump	\$235.00
5b	36 inches to 47 inches in diameter	per stump	\$355.00
5c	48 inches to 71 inches in diameter	per stump	\$495.00
5d	greater than 71 inches	per stump	\$765.00
6	Right of Way cutting partially uprooted or split trees (leaners)		
	Felling partially uprooted or split trees from the right of way or the overhanging portion of the right of way and placing debris in the right of way for haul-off. Hauling rates apply to debris placed on the right of way for haul-off. Partially uprooted leaner (price is inclusive of excavating the root ball and placing it in the right of way). The diameter will be measured at two (2) feet from the base.		
6a	Less than 24 inches per tree shall be treated as normal debris per FEMA policy fact sheet 9580.201	per tree	\$125.00
6b	24 inches to 36 inches	per tree	\$195.00
6c	greater than 36 inches	per tree	\$295.00



7	Right of Entry (ROE) Debris removal, leavers, hangers, and stumps		
7a	Removing hanging or partially broken limbs from trees in the right of way or limbs hanging over the right of way and placing the debris in the right of way for haul off. This includes all traffic control and safety measures.	per tree	\$65.00
8	Right of Entry (ROE) Debris removal, leavers, hangers, and stumps The cost associated with pick-up, loading, and hauling of vegetation debris from the ROE to a DMS		
8a	0 to 15 miles, one way haul	cubic yards	\$8.98
8b	16 to 30 miles, one way haul	cubic yards	\$10.49
8c	31 to 75 miles, one way haul	cubic yards	\$13.98
9	The cost associated with the pick-up, loading, and hauling of construction and demolition debris from ROE to a DMS will be as follows:		
9a	0 to 15 miles, one way haul	cubic yards	\$9.49
9b	16 to 30 miles, one way haul	cubic yards	\$10.98
9c	31 to 75 miles, one way haul	cubic yards	\$14.49
10	Right of Entry (ROE) Stumps The cost associated with the removal of hazardous stumps from the ROE will be invoiced utilizing the following categories:		
10a	24 inches to 35 inches in diameter	per stump	\$300.00
10b	36 inches to 47 inches in diameter	per stump	\$425.00
10c	48 inches to 71 inches in diameter	per stump	\$550.00
10d	greater than 71 inches	per stump	\$625.00
11	Right of Entry (ROE) Cutting partially uprooted or split trees (leavers) Felling partially uprooted or split trees from the ROE or the overhanging portion of the ROE and placing debris in the right of way for haul-off. Hauling rates apply to debris placed on the right of way for haul-off. Partially uprooted leader (price is inclusive of excavating the root ball and placing it in the right of way) The diameter will be measured at two (2) feet from the base.		
11a	Less than 24 inches, per tree shall be treated as normal debris per FEMA policy fact sheet 9580.201	per tree	\$155.00
11b	24 inches to 36 inches	per tree	\$185.00
12	Right of Entry (ROE) Removal of Dangerous Hanging Limbs (hangers)		
12a	Removing hanging or partially broken limbs from trees in the ROE or limbs hanging over the ROE and placing the debris in the right of way for haul off. This includes all traffic control and safety measures.	per tree	\$65.00
13	Sand Collection (Public Property) and Screening Rate Removal and collection of debris laden sand from public property. Debris laden sand will be hauled to a designated location, screened, and stockpiled at a DMS and clean sand returned and dumped on the beach. (Debris generated from screened rejects will be hauled to a DMS or other designated location according to debris collection rates.)		
13a	0 to 15 miles, one way haul	cubic yards	\$10.50
13b	16 to 30 miles, one way haul	cubic yards	\$11.50
13c	31 to 75 miles, one way haul	cubic yards	\$14.50



14	Sand Collection (Private Property) and Screening Rate		
	Removal and collection of debris laden sand from private property. Debris laden sand will be hauled to a designated location, screened, and stockpiled at a DMS and clean sand returned and dumped on the beach. (Debris generated from screened rejects will be hauled to a DMS or other designated location according to debris collection rates.)		
14a	0 to 15 miles, one way haul	cubic yards	\$13.93
14b	16 to 30 miles, one way haul	cubic yards	\$14.93
14c	31 to 75 miles, one way haul	cubic yards	\$16.98
15	Backfill		
15a	Supply and placement of clean fill dirt into holes created by stump removal in the ROW.	cubic yards	\$18.93
16	Removal and Destruction of Carcasses		
16a	Remove and destroy carcasses through incineration	Pound	\$5.99
17	Loading and Hauling of White Goods		
17a	Load and haul white goods to DMS or designated site	Per Unit	\$57.00
18	Removal and Disposal of Furon		
18a	Remove and dispose of Furon from all white goods	Per Unit	\$37.00
19	Sunken Vessel Removal		
19a	Marine based salvage and recovery	linear foot	\$250.00
19b	Land based salvage and recovery	linear foot	\$195.00
20	Vehicle and Vessel Removal from Land		
20a	Transfer / Tow of passenger vehicles to designated site	per vehicle	\$250.00
20b	Transfer / Tow of recreational vehicles up to 24 feet in length	per vehicle	\$350.00
20c	Transfer / Tow of recreational vehicles 25 feet to 48 feet in length	per vehicle	\$495.00
20d	Transfer / Tow of recreational vehicles greater than 48 feet in length	per vehicle	\$650.00
21	Operation of Secure Aggregation Site for vehicles and vessels		
21a	Operate secure aggregate site for vehicles and vessels	per day	\$595.00
22	River and Canal / Waterway Debris Removal		
	Price proposal is for marine debris removal. Debris is to be placed on the ROW for haul off		
22a	Land Based price	cubic yards	\$12.50
22b	Marine Based price	cubic yards	\$18.50
23	Demolition of Structures		
23a	Structure demolition with construction and demolition debris loaded at the designated work zone and hauled to an approved commercial landfill. Contractor shall disconnect and cap the sewer and water line and coordinate all required disconnects by private utility companies. Search safety accessible structures, including garages and detached buildings, and remove all white goods, e-waste, and house hold hazardous waste for ROW collection. Concrete slab removal is not included in the removal.	cubic yards	\$26.75
24	Broken Concrete		
24a	Contractor will load, haul, and dump broken concrete at an approved site.	cubic yards	\$23.50
25	E-Waste		
25a	Contractor will collect from ROW and dispose of all E-Waste at an approved site.	Per Unit	\$30.00



26	Hazardous and Blomaste Disposal			
26a	Contractor will collect from ROW and dispose at approved site.	per pound		\$7.99
27	River and Canal Shoreline Restoration			
27a	Restore the shoreline of rivers and canals to pre-disaster conditions	linear foot		\$21.95
28	Hazardous Material Spill Response Remediation and Mass Decontamination Personnel			
28a	Project Coordinator	per hour		\$82.00
28b	Field Haz Material Manager	per hour		\$78.00
28c	Hm Contain Area Manager	per hour		\$78.00
28d	Field Project Supervisors	per hour		\$75.00
28e	Hm Contain Area Supervisor	per hour		\$75.00
28f	Field Project Foreman	per hour		\$78.00
28g	Hm Containment Area Foreman	per hour		\$71.00
28h	Field Hm Technician	per hour		\$68.00
28i	Hm Contain Area Technician	per hour		\$68.00
28j	Health and Safety Specialist	per hour		\$70.00
28k	Project Engineer	per hour		\$80.00
28l	Project Geologist	per hour		\$80.00
28m	Chemist	per hour		\$80.00
28n	Regulatory Manager	per hour		\$77.00
28o	Equipment Operator	per hour		\$39.00
28p	Asbestos Abatement Supervisor	per hour		\$62.00
28q	Asbestos Abatement Worker	per hour		\$50.00
28r	Asbestos Abatement Inspector	per hour		\$58.00
28s	Truck Driver	per hour		\$39.00
28t	Admin / Clerical	per hour		\$39.00
29	Monitoring / Sampling Equipment			
29a	Combustible Gas Indicator	per day		\$85.00
29b	Toxic Gas Detector	per day		\$175.00
29c	Photoionization Detector	per day		\$145.00
29d	Hazmat Kit	per day		\$355.00
29e	Detector Tubes (purchase price)	per ten pack		\$70.00
29f	Ph Paper (purchase price)	per pack		\$8.50
29g	Soil Classifier (purchase price)	per strip		\$11.00
29h	Personal Air Sampling Pump	per day		\$125.00
29i	Asbestos Bulk Sample (purchase price)	each		\$75.00
29j	Stainless Steel Hand Auger	day		\$7.00
30	Recovery Equipment			\$0.00
30a	Hand Operated Transfer Pump	per day		\$55.00
30b	1 inch Diaphragm Pump	per day		\$135.00
30c	2 inch Diaphragm Pump	per day		\$190.00
30d	2 inch Diaphragm Pump S.S.	per day		\$225.00
30e	3 inch Diaphragm Pump	per day		\$350.00
30f	1 inch Suction or Discharge Hose	per day		\$40.00
30g	2 inch Suction or Discharge Hose	per day		\$50.00
30h	3 inch Suction or Discharge Hose	per day		\$60.00
30i	2 inch Chemical Suction or Discharge Hose	per day		\$65.00
30j	3 inch Chemical Suction or Discharge Hose	per day		\$75.00
30k	Small Compressor	per day		\$95.00
30l	185 Cfm Compressor	per day		\$155.00
30m	Air Hose Sections	per day		\$30.00



31	Materials / Disposables				\$0.00
31a	5 inch by 10 foot Absorbent Boom- Petroleum (purchase price)	each			\$45.00
31b	3 inch by 10 foot Absorbent Boom- Petroleum (purchase price)	each			\$92.00
31c	3 inch by 12 foot Absorbent Boom- Universal (purchase price)	each			\$62.00
31d	Absorbent Pads Bundle- Petroleum (purchase price)	each			\$45.00
31e	Absorbent Pads Bundle- Universal (purchase price)	each			\$52.00
31f	Absorbent Clay Bag (purchase price)	each			\$80.00
31g	Oil Dry (purchase price)	each			\$9.00
31h	Peat Moss (purchase price)	each			\$20.00
31i	Vermiculite (purchase price)	each			\$16.00
31j	Soda Ash Bag (purchase price)	each			\$16.00
31k	4 Mil 20 X 100 Polyethylene (purchase price)	roll			\$30.00
31l	6 Mil 20 X 100 Polyethylene (purchase price)	roll			\$46.00
31m	6 Mil Bags (purchase price)	box			\$71.00
31n	Duct Tape (purchase price)	roll			\$5.00
31o	55 Gallon Drums (purchase price)	roll			\$71.00
31p	55 Gallon Drum Liners 10 M2 (purchase price)	each			\$8.00
31q	55 Gallon Poly Overpack (purchase price)	each			\$72.00
31r	Hazardous Waste Labels (purchase price)	each			\$156.00
31s	Caution / Hazard Tape (purchase price)	pack			\$10.00
31t	Respirator Wipes (purchase price)	pack			\$18.00
31u	Kappler Tape (purchase price)	pack			\$44.00
32	Powered Trash Pump				\$0.00
32a	High Volume Diesel Powered suction lift trash pump	per week			\$275.00
32b	High Volume Diesel Powered suction lift trash pump with speed adjustment 4X4	per week			\$300.00
32c	High Volume Diesel Powered suction lift trash pump with speed adjustment 6X6	per week			\$450.00
32d	High Volume Diesel Powered suction lift trash pump with speed adjustment 8X8	per week			\$535.00
32e	High Volume Diesel Powered suction lift trash pump with speed adjustment 12X12	per week			\$825.00
32f	Composite Quick Connect Suction Hose, 3 foot length, 20 psi 4 inches	per week			\$18.00
32g	Composite Quick Connect Suction Hose, 3 foot length, 20 psi 6 inches	per week			\$23.00
32h	Composite Quick Connect Suction Hose, 3 foot length, 20 psi 8 inches	per week			\$28.00
32i	Composite Quick Connect Suction Hose, 3 foot length, 20 psi 12 inches	per week			\$50.00
32j	Quick Connect Discharge Hose, 50 foot length, 50 psi, 4 inches	per week			\$20.00
32k	Quick Connect Discharge Hose, 50 foot length, 50 psi, 6 inches	per week			\$25.00
32l	Quick Connect Discharge Hose, 50 foot length, 50 psi, 8 inches	per week			\$50.00
32m	Quick Connect Rigid Piping, 10 foot length, 175 psi, 4 inches	per week			\$75.00
32n	Quick Connect Rigid Piping, 10 foot length, 175 psi, 6 inches	per week			\$100.00
32o	Quick Connect Rigid Piping, 10 foot length, 175 psi, 8 inches	per week			\$130.00
32p	Quick Connect Rigid Piping, 10 foot length, 175 psi, 12 inches	per week			\$150.00
32q	Roll off Emergency Waste Water Storage Tanks	per week			\$250.00
33	Monitoring Personnel				
33a	Load Monitor (field)	per hour			\$37.00
33b	Load monitor (DMS)	per hour			\$37.00



BOROUGH OF CAPE MAY POINT  
COUNTY OF CAPE MAY  
STATE OF NEW JERSEY

RESOLUTION NO.

AUTHORIZING THE AWARD OF CONTRACT FOR POST-EVENT DISASTER  
RECOVERY CLEAN-UP FOLLOWING A NATURAL OR MANMADE DISASTER FOR  
THE BOROUGH OF CAPE MAY POINT

WHEREAS, It has been determined by the Board of Commissioners that it would be in the public interest to enter into the attached contract for Post Disaster Recovery Clean Up Following a Natural or Manmade Disaster; and

WHEREAS, said purchase was publically bid on Thursday, September 15, 2011 at 1:00 pm pursuant to the Local Public Contracts Law; and

WHEREAS, the Borough Administrator received two (2) bids (attached) and has recommended award of contract to the low bidder- BYRD BROTHERS EMERGENCY SERVICES LLC.

NOW THEREFORE BE IT RESOLVED, by the Board of Commissioners of the Borough of Cape May Point, in the County of Cape May And State of New Jersey that Byrd Brothers Emergency Services LLC, of Wilson, North Carolina is hereby awarded a two (2) year contract in accordance with the provisions of the bid specifications as previously executed. A copy of the original bid proposal including such specifications shall be on file in the office of the Municipal Clerk.

BE IT FURTHER RESOLVED, that the aforesaid bid document heretofore referred to is hereby made part of this resolution and the terms and provisions set forth therein are adopted as legal and binding on all parties concerned; and

BE IT FURTHER RESOLVED, that a certified copy of this resolution be transmitted to Byrd Brothers Emergency Services LLC.

BE IT FURTHER RESOLVED that the Mayor and Municipal Clerk be authorized to execute the agreement on behalf of the Borough of Cape May Point.

VOTE: Commissioner Henderson yes  
Commissioner van Heeswyk yes  
Commissioner Schupp yes

Attest:

Constance A. Mahon  
Constance A. Mahon  
Municipal Clerk/ Admin.

John Henderson  
Commissioner Henderson

Commissioner van Heeswyk  
Commissioner van Heeswyk

Carl J. Schupp  
Commissioner Schupp

Certification

I, Constance A. Mahon, Clerk, Administrator for the Borough of Cape May Point do hereby certify that the foregoing resolution is a correct and accurate copy of a resolution passed on September 22, 2011.

Constance A. Mahon  
Constance A. Mahon

Tab 2



BOROUGH OF CAPE MAY POINT

CONTRACT FOR POST-EVENT DISASTER RECOVERY CLEAN-UP  
FOLLOWING A MANMADE OR NATURAL DISASTER

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2011 by and between

THE BOROUGH OF CAPE MAY POINT, a Municipal Corporation of the State of New Jersey,  
hereinafter referred to as "BOROUGH"

AND

Byrd Brothers Emergency Services LLC, having an office at 5164 Lamm Road, Wilson, North  
Carolina, hereinafter referred to as "Byrd Brothers LLC"

WITNESSETH:

METHOD OF COMPENSATION: Byrd Brothers LLC shall be compensated on the basis of  
vouchers which shall be submitted to the Chief Financial Officer upon performance of work.  
Upon receipt of fully executed voucher, and upon satisfaction of work described in the  
specification set forth herein and attached hereto, a check shall be granted for amount specified  
on voucher.

TERM OF CONTRACT

The parties agree to a base time period of two (2) years with an option to renew for one (1)  
additional year, upon written consent and approval of both parties. This contract shall only be  
utilized on an "as needed" basis as determined solely by the Borough of Cape May Point.

SCOPE OF WORK

Byrd Brothers LLC shall be required to provide clean-up, demolition, removal, reduction and  
disposal of debris resulting from a natural or manmade disaster as directed by the Borough in  
order to eliminate immediate threats to the public health and safety. Also required is the  
elimination of immediate threats of significant damage to improved public or private property and  
that which is considered essential to ensure economic recovery of the affected community. Byrd  
Brothers LLC shall also provide disaster recovery technical program management assistance  
relating to reimbursement of eligible damage costs from Federal and State agencies when  
available.

The work to be undertaken includes, but is not limited to:

1. **Emergency Roadway Clearance:** Removal of debris from the primary transportation routes as  
directed by the Borough.
2. **Debris Removal from Public Property:** Removal of debris from public rights-of-way and  
other public properties. Removal of debris beyond the limits of public rights-of-way as necessary  
to abate imminent and/or significant threats to the public health and safety of the community,  
when directed by the Borough.
3. **Debris Removal from Private Property:** Removal of debris from private properties shall be  
directed by the Borough only when an imminent threat to life, safety, and health is present on  
private property. This item will require the prior approval of the Federal Emergency Management  
Agency (FEMA) and will be monitored for strict compliance with federal regulations regarding  
eligibility for reimbursement of costs.
4. **Temporary Debris Staging & Reduction Sites (TDSRS):** Byrd Brothers LLC shall be  
required to prepare and maintain a sufficient number of TDSRS to accept and process all eligible  
debris within the timelines established in the Contract. The Borough shall identify and make  
available all TDSRS to Byrd Brothers LLC at no charge. Preparation and maintenance of TDSRS  
shall include all approach and interior haul roads and dump pads, a roofed inspection tower  
sufficient for a minimum of three (3) inspectors for the monitoring of all incoming and exiting  
traffic.
5. All debris shall be processed in accordance with local, state and federal law, standards and  
regulations. Processing shall include, but not be limited to: reduction by tub grinding or chipping,  
and/or incineration when approved by the Borough. Prior to reduction, all debris shall be  
segregated between vegetative and clean, woody debris; construction and demolition debris;



white goods; recyclable debris and household hazardous wastes. Construction and demolition debris may be directed to the nearest lawfully permitted landfill, bypassing the TDSRS.

**6. Generated Hazardous Waste Abatement:** Abatement of hazardous waste identified by the Borough in accordance with all applicable Federal, State, County and local laws, standards and regulations.

**7. Demolition of Hazardous or Condemned Structures** that are a hazard to public health.

**8. Debris Disposal:** Disposal of all eligible debris, reduced debris, ash residue and other products of the debris management process in accordance with all applicable Federal, State, County and local laws, standards and regulations.

**9. Documentation & Inspections:** All debris shall be subject to inspection by the Borough. Inspections shall be to insure compliance with the contract and applicable local, state, county and federal laws. Byrd Brothers LLC shall be required at all times to provide the Borough access to all worksites and disposal areas. Both Byrd Brothers LLC and the Borough shall have in place at the Temporary Debris Staging and Reduction Sites (TDSRS), personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the TDSRS's. Byrd Brothers shall assist the Borough in preparation of the FEMA, and State reports for any potential reimbursement through the training of Borough employees and the review of documentation prior to submittal. Byrd Brothers LLC shall be required to work closely with the Office of Homeland Security and Emergency Preparedness, FEMA and other applicable State, County and Federal Agencies to ensure that eligible debris collection and data documenting appropriately address concerns of the likely reimbursement agencies.

**10. Work Sites:** The Borough shall establish and approve all sites that Byrd Brothers will be permitted to work. Byrd Brothers LLC shall be required to remove all eligible debris and leave the site from which debris was removed in a clean and neat condition. This condition of the worksite shall be equal to or better than the original condition of the site.

**11. White Goods:** Byrd Brothers LLC may expect to encounter white goods available for disposal. White goods shall constitute household appliances as defined in FEMA 325 (April 1999) Debris Management Guide. Byrd Brothers LLC shall be required to dispose of all white goods encountered in accordance with applicable Federal, State, County and local laws. Proper collection and disposal of Freon is essential and shall be done in accordance with the Law.

**12. Hazardous Stumps:** Byrd Brothers LLC shall remove all stumps that are determined to be hazardous to public access and as directed by the Borough. Stumps shall be hauled to TDSRS where they shall be inspected and categorized by size prior to reduction and disposal.

**13. Clean Fill Dirt:** Byrd Brothers LLC shall place compacted fill dirt in ruts created by equipment, holes created by the removal of hazardous stumps, and other areas that pose a hazard to public access, upon direction of the Borough. This clean fill dirt shall be compacted as directed by the Borough.

**14. Documentation & Recovery Process:** Byrd Brothers LLC shall be required to provide the following in addition to debris removal activities:

1. Recovery process documentation
2. Maintain documentation of recovery process
3. Provide written and oral status reports as requested by the Borough
4. Review documentation for accuracy and quantity
5. Assist in preparation of claim documentation

The costs for the documentation and recovery process shall be included in the items in the pricing attachments. All proposers shall be required to have proven experience with overall management and FEMA requirements, rules and regulations to qualify for this scope of work.

#### **AFFIRMATIVE ACTION COMPLIANCE.**

Byrd Brothers LLC agrees and represents that that he will contact the State Affirmative Action Office and comply in all respects with the requirements thereof including the completion and filing of an "Employee Information Report," a letter of Federal Affirmative Action Plan Approval and a Certificate of Employee Information Report.

The parties agree to incorporate into this CONTRACT the mandatory language of sub-section 3.4 (a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the contractor or sub-contractor agrees to comply fully



with the terms, provisions and obligations of said sub-section 3 A (a) provided that said sub-section shall be applied subject to the terms of sub-section 3-4 (d) of said Regulations.

The parties to this Contract agree to incorporate into this Contract the mandatory language of sub-section 5.3 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions and obligations of said sub-section 5.3.

Attached hereto as Exhibit "A" is an Affirmative Action Affidavit executed by Byrd Brothers LLC in accordance with the requirements of P.L. 1975, c. 127.

**AMENDMENTS.** This Contract may be amended in accordance with the provisions of the Local Public Contracts Law, as amended and supplemented.

**IDEMNIFICATION.** Byrd Brothers LLC shall indemnify, save harmless and defend the Municipality from and against any and all claims, losses, costs, attorney's fees, damages, or injury including death and/or property loss, expense claims or demands arising out of or caused or alleged to have been caused in any manner by a defect in any equipment or materials supplied under this Contract or by the performance of any work under this Contract, including all suits or actions of every kind or description brought against the Municipality, either individually or jointly with Byrd Brothers LLC for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, the performance of any work pursuant to or in connection with this Contract or through any negligence or alleged negligence in guarding the work or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of Byrd Brothers LLC, its employees, Subcontractors or agents or others under Byrd Brother LLC's Contract.

Byrd Brothers LLC is required to purchase and maintain during the life of the contract, Comprehensive Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Worker's Compensation Insurance with limits of not less than those set forth below:

**1. Commercial General Liability Insurance**

General Liability limits of \$1,000,000 dollars each occurrence and \$2,000,000 dollars aggregate products and completed operations.

**Umbrella & Excess Liability Insurance**

In the amount not less than \$10,000,000 dollars giving protection in excess of the Commercial General & Auto Liability Insurance.

**2. Comprehensive Automobile Liability Insurance**

Automobile liability insurance covering contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than \$5,000,000 dollars any one person and \$5,000,000 dollars any one accident for bodily injury and \$5,000,000 dollars each accident for property damage, shall be maintained in full force during the duration of the contract.

**Note:** On all liability insurance policies, the Borough of Cape May Point shall be named as additional insured and insurance certificates furnished to the Borough shall indicate such coverage.

**3. Worker's Compensation & Employer's Liability Insurance**

Workers Compensation Insurance shall be maintained in full force during the life of the contract, covering all employees engaged in the performance of the contract pursuant to NJSA 34:15-12(a) & NJSC 12:235-1.6. Statutory coverage minimum of \$500,000 dollars including Employer's Liability coverage in the amount not less than \$1,000,000 dollars.

Byrd Brothers LLC shall provide the Borough with certificates of insurance evidencing the coverage required above. Such certificates shall provide that the Borough and be given at least sixty (60) days prior written notice of any cancellation of, intention not to renew or material change in such coverage. The required certificates shall be provided and on file with the Borough Clerk prior to the commment of work in connection with this contract.

Failure to provide and continue in force such insurance as required above, shall be deemed a material breach of the contract and shall operate as an immediate termination thereof.



**ABANDONMENT OF CONTRACT**

If the work to be done under this contract shall be abandoned by the contractor, or if at any time the Clerk/Administrator shall certify in writing to the Board of Commissioners that the performance of the contract is unnecessarily or unreasonably delayed or that the contractor is willfully violating any of the conditions of the specifications, or is executing the same in bad faith or not in accordance with the terms thereof, the Borough may annul the contract or any part thereof by a written notice served upon the Contractor, and the Borough shall thereupon have the power to contract for the completion of said work in the manner prescribed by law and to charge the entire cost and expense thereof to the contractor or to their Bonding Company.

The cost and expense so charged shall be deducted from and paid by the Borough out of such monies as may be due or become due to Byrd Brothers LLC under and by virtue of the contract. In the case such expense shall exceed the amount which would have been completed by Byrd Brothers LLC their surety shall pay the amount of such excess to the Borough.

**TERMINATION CLAUSE**

The failure of Byrd Brothers LLC to comply with the terms of this contract shall subject the contract or purchase order to revocation.

**CONTRACTOR'S COOPERATION WITH THE BOROUGH**

Byrd Brothers LLC shall keep in touch with the Borough Administrator or any other representative(s) of the Borough so designated by the Administrator and shall actively cooperate in all matters pertaining to this contract in any way the Administrator may direct or to the end that the Borough of Cape May Point shall receive efficient and satisfactory service. Byrd Brothers LLC shall meet with the Clerk/Administrator or her designated representative(s) when requested to answer any questions or to resolve any problems concerning the contract or they may be judged to have failed in the performance of the contract and their bond shall be liable.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and the BOROUGH OF CAPE MAY POINT executes this Contract pursuant to Resolution 85-11 adopted by the Board of Commissioners of the BOROUGH OF CAPE MAY POINT on September 22, 2011

Dated: 9/22/11

BOROUGH OF CAPE MAY POINT  
By: Carl O. Shupp  
Mayor

Attest: Constance A. Mahan  
Clerk

Approved:

Brock D. Russell, Solicitor

Dated: 9/23/2012

Distribution:  
Borough Clerk - one copy  
Byrd Brothers- one copy

[Signature]  
Byrd Brothers LLC.



EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report  
Employee Information Report Form AA302.



The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code N.J.A.C. 17:27

  
Byrd Brothers Emergency Services, LLC

9-23-2011  
Date



<u>Item / Description</u>		<u>Unit</u>	<u>Unit Price</u>
1.0	Loading & Hauling Debris from Public Property & Rights-of-Ways to a Temporary Debris Staging & Reduction Site	Cubic Yard	\$8.10
2.0	Management & Operation of a Temporary Debris Staging & Reduction Site	Cubic Yard	\$2.15
3.0	Debris Reduction by Chipping & Grinding	Cubic Yard	\$2.25
4.0	Debris Reduction by Open Burning	Cubic Yard	\$1.40
5.0	Hanger Removal	Per Tree	\$60.00
6.0	Hazardous Leaning Tree Removal & Curbside Stockpile		
6.1	6" inch to 11.99" inch diameter	Each	\$35.00
6.2	12" inch to 23.99" inch diameter	Each	\$65.00
6.3	24" inch to 35.99" inch diameter	Each	\$135.00
6.4	36" inch & larger diameter	Each	\$235.00



PERFORMANCE EVALUATION	
INCOMPLETE-RATED (Source Selection Sensitive Information, See FAR 2.101 and 3.104)	CONSTRUCTION

1.Contract Number: W912P805D0024

2.DUNS Number: 060619285

**PART I - GENERAL CONTRACT DATA**

3.Type of Evaluation: Final Percent Complete: 100%

4.Terminated For: None

5.Contract:

CERES ENVIRONMENTAL SERVICES, INC

3825 85TH AVE N STE B

MINNEAPOLIS, MN 554432059

USA

NAICS Code: 562910.

6a.Procurement Method: Negotiated

6b.Type of Contract: Firm Fixed Price

7.Description and Location of Work:

DEBRIS REMOVAL, SITE MANAGEMENT AND DEBRIS REDUCTION, HURRICANE KATRINA

8.Type and Percent of Subcontracting:

Total SB 73.5%, Ttotal SDB 10.6%, Total WOSB 11%, Total Hubz 3.2%, Total SDV 3%

9.Fiscal Data

a.Amount of Basic Contract: \$1,000,000,000

b.Total Amount of Modifications:

c.Liquidated Damages Assessed:

d.Net Amount Paid Contractor: \$440,935,314

10.Significant Dates

a.Date of Award: 09/15/2005

b.Original Contract Completion Date: 09/30/2007

c.Revised Contract Completion Date:

d.Date Work Accepted: 09/30/2007

**PART II - PERFORMANCE EVALUATION OF CONTRACTOR**

11.Overall Rating: Outstanding

12.Evaluated By:

a.Organization: CECT-MVM

b.Telephone Number: 901-544-3037

c.Name: RICHARD WISDOM

Title: CHIEF HURRICANE BRANCH

Email: Richard.T.Wisdom@usace.army.mil

Fax Number: 901-544-3710

e.Date: 10/06/2008

13.Reviewed By:

a.Organization:

b.Telephone Number:

c.Name:

Title:

Email:

Fax Number:

e.Date:

Tab 3

PART III - EVALUATION OF PERFORMANCE ELEMENTS	
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15. Quality Control		16. Effectiveness of Management	
a. Quality of Workmanship:	Outstanding	a. Cooperation and Responsiveness:	Outstanding
b. Adequacy of the CQC Plan:	Outstanding	b. Management of Resources/Personnel:	Above Average
c. Implementation of the CQC Plan:	Outstanding	c. Coordination and Control of Subcontractor(s):	Above Average
d. Quality of QC Documentation:	Outstanding	d. Adequacy of Site Clean-Up:	Outstanding
e. Storage of Materials:	Not Applicable	e. Effectiveness of Job-Site Supervision:	Outstanding
f. Adequacy of Materials:	Above Average	f. Compliance with Laws and Regulations:	Above Average
g. Adequacy of Submittals:	Outstanding	g. Professional Conduct:	Outstanding
h. Adequacy of QC Testing:	Outstanding	h. Review/Resolution of Subcontractor's Issues:	Outstanding
i. Adequacy of As-Builts:	Above Average	i. Implementation of Subcontracting Plan:	Outstanding
j. Use of Specified Materials:	Not Applicable	<b>18. Compliance with Labor Standards</b>	
k. Identification/Correction of Deficient Work in a Timely Manner:	Outstanding	a. Correction of Noted Deficiencies:	Outstanding
<b>17. Timely Performance</b>		b. Payrolls Properly Completed and Submitted:	Above Average
a. Adequacy of Initial Progress Schedule:	Outstanding	c. Compliance with Labor Laws and Regulations with Specific Attention to the Davis-Bacon Act and EEO Requirements:	Outstanding
b. Adherence to Approved Schedule:	Outstanding	<b>19. Compliance with Safety Standards</b>	
c. Resolution of Delays:	Outstanding	a. Adequacy of Safety Plan:	Outstanding
d. Submission of Required Documentation:	Above Average	b. Implementation of Safety Plan:	Outstanding
e. Completion of Punchlist Items:	Above Average	c. Correction of Noted Deficiencies:	Outstanding
f. Submission of Updated and Revised Progress Schedules:	Outstanding		
g. Warranty Response:	Outstanding		

**20. Remarks**

Evaluator Remarks: CERES performed debris removal and demolition in southeast Louisiana in support of Hurricane Katrina recovery. In the midst of this chaotic and dangerous environment, they worked hundreds of thousands of manhours without a lost time accident. Their management team responded to this 24 month effort in an outstanding manner. They proactively worked with both Federal agencies and Local entities. The management of their 413 first tier subcontractors was both



professional and fully supportive of the requirement of the Robert T. Stafford Disaster Relief and Emergency Assistance Act. All work was completed timely, disposal sites fully complied with all applicable laws and regulations and the quality of their work left nothing to be desired. Their overall management of the project was outstanding.